

**CALL TO ORDER**

**CITIZENS TO ADDRESS THE COMMISSION** - None

**PUBLIC HEARING REGARDING ZONING**

**AB-2-2015:** Resolution Approving the Vacation of a Portion of Woodall Cemetery Road

**CZ-4-2014:** Application of William Francis Wootton from AG to R-1

**RESOLUTIONS**

**15-5-1:** Resolution Adopting the Montgomery County Multi-Jurisdictional Hazard Mitigation Plan

**15-5-2:** Resolution Authorizing Submission of an Application for a Grant to Continue the Litter and Trash Collection Program Contracted with the Tennessee Department of Transportation

**15-5-3:** Resolution Authorizing the Acceptance and Permission to Spend Grant Funds from the Tennessee Department of Health

**15-5-4:** Resolution to Request Unclaimed Balance of Accounts Remitted to the State Treasurer under the Unclaimed Property Act

**15-5-5:** Resolution to Approve a Payment in Lieu of Taxes Program for the Clarksville Housing Authority

**REPORTS**

1. County Mayor Appointments – Mayor Jim Durrett

**REPORTS FILED**

1. Minutes from April 13, 2015 meeting
2. Capital Projects – Construction Update Report
3. Adequate Facilities Tax and Permit Revenue Reports for April 2015
4. Highway Department – Quarterly Report; January thru March, 2015

## **ANNOUNCEMENTS**

1. Hopefully you have made plans to attend the Airport Progress Presentation and dinner tomorrow night beginning at 5:30 at the Airport.
2. Reminder: You were sent an email inviting you to the Spring 2015 Military and Veteran Graduate Recognition Ceremony and Coin Presentation on Wednesday, May 6, at 5:00 p.m. at the Music & Mass Communication Building, Mabry Concert Hall, APSU.
3. You are invited to the National Day of Prayer on Thursday, May 7, from noon to 1:00 p.m., and from 6:30 to 8:00 p.m., at the Civic Hall.
4. The ARC Blood Drive will be held on Tuesday, May 19, from 9:00 a.m. to 2:00 p.m. at the Civic Hall. Contact Elizabeth Black for an appointment.
5. You should have received an email inviting you to the 4<sup>th</sup> Annual Clarksville-Montgomery County Growth Summit at APSU's Morgan University Center Ballroom on May 28, from 7:30 a.m. to 1:00 p.m. Breakfast and lunch will be provided. You will receive a complimentary ticket by the EDC but they need a head count as soon as possible. If you have not already RSVP'd, please let Debbie know tonight so that she can do so for you.

## **ADJOURN**

**A RESOLUTION APPROVING THE VACATION OF A PORTION OF WOODALL CEMETERY ROAD;**

**WHEREAS,** application was made by Montgomery County (Mike Frost, agent) for vacation of a portion of Woodall Cemetery Road; being a tract of land located in the Fourteenth Civil District of Montgomery County:

being west of Highway 12, and south of Jarrell Ridge Road; being approximately 16 +/- feet wide and 513 +/- feet long; containing approximately 8,208 +/- sq. ft. or 0.188 +/- acres, shown on Montgomery County tax map 126, north of parcel 55.00 and 54.00, and south of parcel 53.00 and 54.03; also shown on the attachment (Exhibit A); and

**WHEREAS,** the application was reviewed according to established procedures by the Regional Planning Commission on April 29, 2015, and was recommended for approval to the County Commission for vacation;

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in regular session on this 11<sup>th</sup> day of May, 2015, that the above described public right-of-way is hereby approved.

Duly passed and approved this 11<sup>th</sup> day of May, 2015.

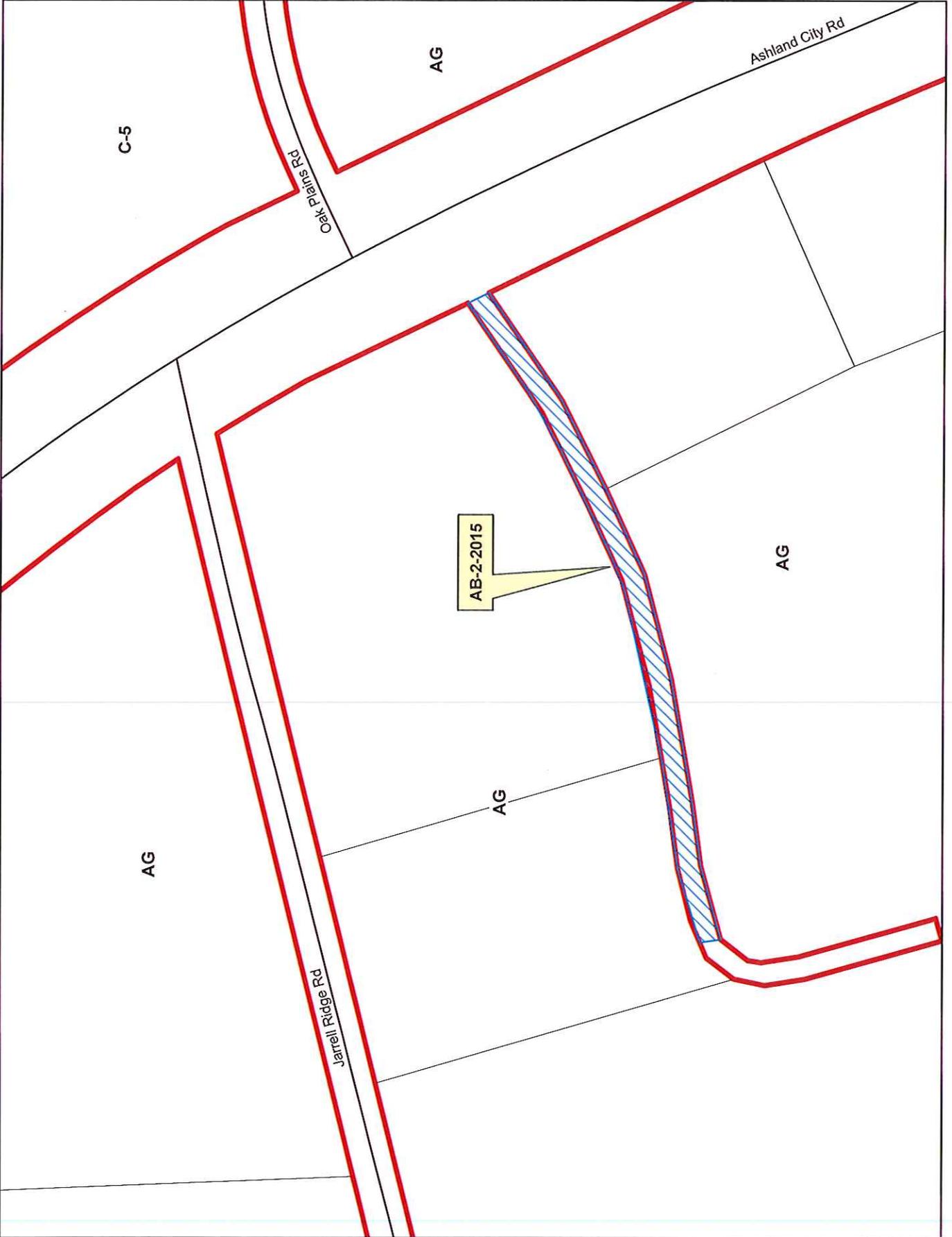
Sponsor \_\_\_\_\_

Commissioner \_\_\_\_\_

Approved \_\_\_\_\_

County Mayor

Attested \_\_\_\_\_  
County Clerk



C-5

AG

Ashland City Rd

Oak Plains Rd

AB-2-2015

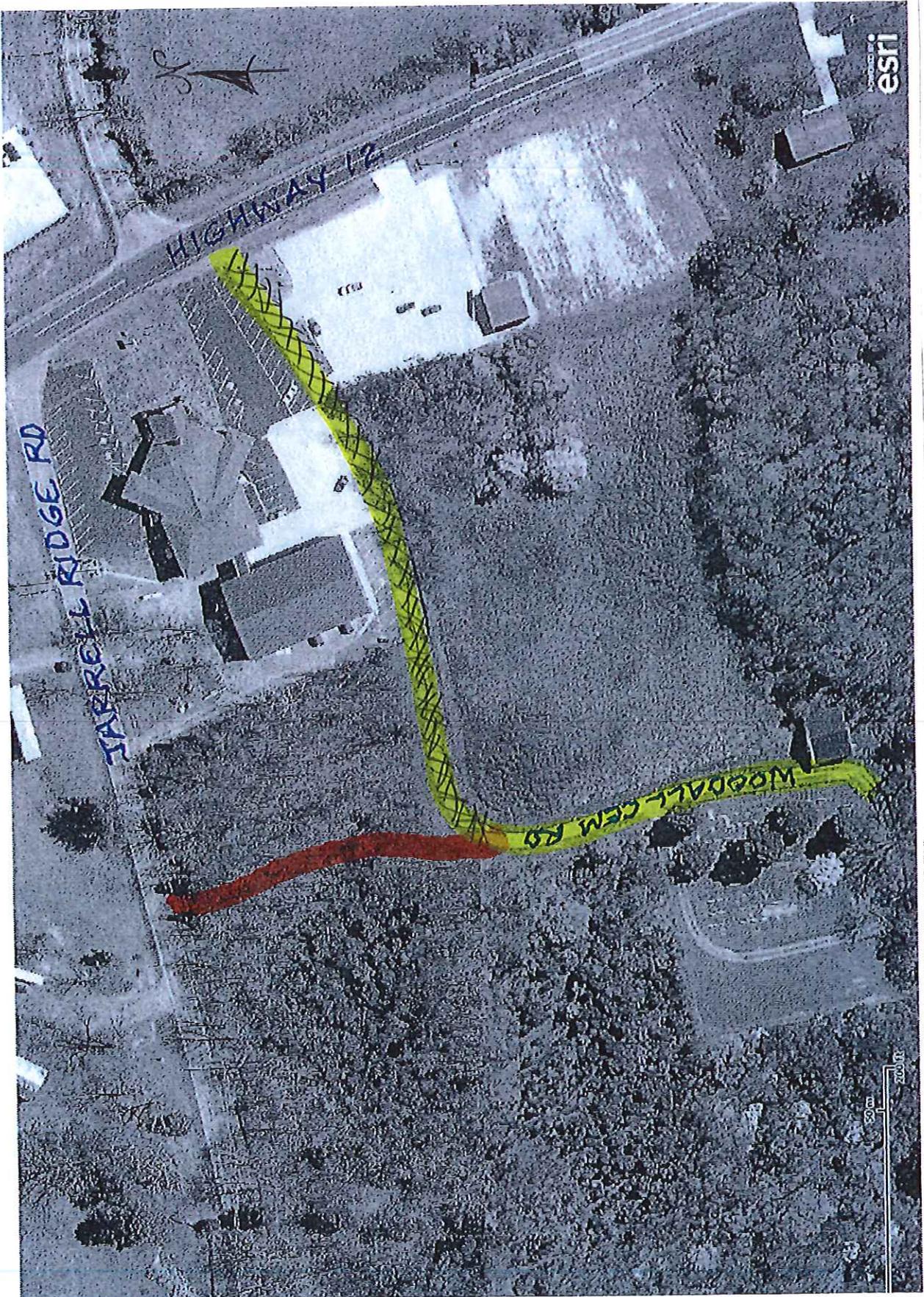
AG

AG

AG

Jarrell Ridge Rd

AB-2-2015



**RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF  
COMMISSIONERS  
AMENDING THE ZONE CLASSIFICATION OF THE PROPERTY OF  
WILLIAM FRANCIS WOOTTON**

WHEREAS, an application for a zone change from AG Agricultural District to R-1A Single-Family Residential District has been submitted by William Francis Wootton and

WHEREAS, said property is identified as County Tax Map 40, parcel 11.00 p/o, containing 20 acres, situated in Civil District 13, located north of Dunlop Lane and 3,500 +/- feet east of the Steelstock Rd & Dunlop Ln. intersection.; and

WHEREAS, said property is described as follows:

Beginning at an osage post in the north margin of Dunlop Lane, said post being .60 miles east of Charles bell Rd.; thence leaving said margin along the Mahoney and Johnson properties North 03 Degrees 00 Minutes 00 Seconds East 1230.36 feet to a new iron pin; thence on two new division lines South 87 Degrees 00 Minutes 00 Seconds East 680.00 Feet to a new iron pin; thence South 03 Degrees 00 Minutes 00 Seconds West 1217.23 feet to a new iron pin in the North margin of Dunlop Lane; thence along said margin North 87 Degrees 21 Minutes 21 Seconds West 489.24 feet to a new iron pin; thence with a curve turning to the left with an arc length of 191.10', with a radius of 2049.99'. with a chord bearing of South 89 Degrees 58 Minutes 25 Seconds West, with a chord length of 191.01' to the point of beginning and having an area of 19.05 +/- acres. (Tax Map 40 parcel 11.00 p/o)

WHEREAS, the Planning Commission staff recommends DISAPPROVAL and the Regional Planning Commission recommends DISAPPROVAL of said application.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of County Commissioners assembled in regular session on this 11th day of May, 2015, that the zone classification of the property of William Francis Wootton from AG to R-1A is hereby approved.

Duly passed and approved this 11th day of May, 2015.

Sponsor David A. Rippe  
Commissioner [Signature]  
Approved \_\_\_\_\_

Attested: \_\_\_\_\_  
County Clerk

County Mayor

**RESOLUTION ADOPTING THE MONTGOMERY COUNTY  
MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN**

**WHEREAS**, the MONTGOMERY COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN (the 'Plan') was developed in accordance with and following the guidelines and requirements established, published and provided by FEMA and TEMA; and

**WHEREAS**, Montgomery County and its various departments, agencies, and operating units actively participated in and contributed to the preparation and development of the 'Plan'; and

**WHEREAS**, the 'Plan' has been developed to guide each participating jurisdiction in planning for and mitigating local hazards; and

**WHEREAS**, the completion and adoption of a hazard mitigation plan is a condition of qualification for potential future mitigation funding.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in regular session on this 11<sup>th</sup> day of May, 2015, that the Montgomery County Multi-jurisdictional Hazard Mitigation Plan is hereby adopted.

**Duly passed and approved this 11th day of May, 2015.**

Sponsor Jerry J. Buchman  
Commissioner Edward E. Baggett  
Approved \_\_\_\_\_  
County Mayor

Attested \_\_\_\_\_  
County Clerk

**RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION FOR A GRANT TO CONTINUE THE LITTER AND TRASH COLLECTION PROGRAM CONTRACTED WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION**

**WHEREAS**, Montgomery County previously entered into a Litter and Trash Collection Grant Contract with the Tennessee Department of Transportation; and

**WHEREAS**, the Tennessee Department of Transportation has advised the County Mayor that funding allocations for the Litter Pickup Program for Fiscal Year 2015-2016 have been made with Montgomery County receiving an allocation of grant monies in the amount of \$70,600.00; and the remaining funds required for the litter and trash collection program would be the responsibility of Montgomery County in the amount of \$62,936.74, for a total program cost of \$115,936.74; and

**WHEREAS**, the Tennessee Department of Transportation has advised that Montgomery County can apply for these funds in the same manner as the past grant program.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in regular business session on this 11<sup>th</sup> day of May, 2015 that the County Mayor is hereby authorized to apply on behalf of Montgomery County for a grant to continue the Litter and Trash Collection Program to June 30, 2016.

**BE IT FURTHER RESOLVED** that should said application be approved by the Tennessee Department of Transportation, then the County Mayor is authorized to execute contracts or other necessary documents which may be required to signify acceptance of the Litter and Trash Collection Grant by Montgomery County; and the Director of Accounts and Budgets shall establish the necessary fund accounts providing for related revenues and expenditures stated in the fully executed contract. This resolution intended to have the effect of appropriation to that purpose accordingly.

**Duly passed and approved this 11<sup>th</sup> day of May, 2015.**

Sponsor Shirley Jean Ford

Commissioner Joe Cook

Approved \_\_\_\_\_  
County Mayor

Attest \_\_\_\_\_  
County Clerk

**RESOLUTION AUTHORIZING THE ACCEPTANCE AND PERMISSION  
TO SPEND GRANT FUNDS FROM THE TENNESSEE  
DEPARTMENT OF HEALTH**

**WHEREAS**, the Tennessee Department of Health has advised the Montgomery County Health Department that the special needs funding allocations pursuant to T.C.A 68-2-901 are available from a tobacco settlement; and

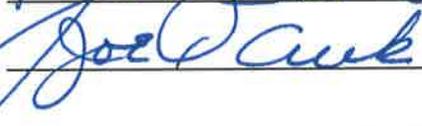
**WHEREAS**, the Tennessee Department of Health has advised that Montgomery County has been approved to receive the second year award of funds in the amount of \$71,559.00 in accordance with the January 2014 Letter of Agreement for Special Need Funding to be utilized toward the prevention of respiratory complications due to second hand smoke; and

**WHEREAS**, this grant will not require any matching funds from the county.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in Regular Session on this 11<sup>th</sup> day of May, 2015, that the Montgomery County Health Department accept grant funds from the Tennessee Department of Health in the amount of \$71,559.00 for the purpose herein stated and as detailed below:

<b>REVENUE</b>	<b>101-55110-00000-54-46990-G1340</b>	<b>\$71,559.00</b>
<b>EXPENSE</b>		
ADVERTISING	101-55110-00000-54-53020-G1340	\$51,000.00
OTH CONTRACTED SVCS	101-55110-00000-54-53990-G1340	\$10,000.00
OTH SUPPLIES & MATERIALS	101-55110-00000-54-54990-G1340	\$10,559.00
	<b>Total</b>	<b>\$71,559.00</b>

**Duly passed and approved this 11<sup>th</sup> day of May, 2015.**

Sponsor   
 Commissioner   
 Approved \_\_\_\_\_  
 County Mayor

Attested \_\_\_\_\_  
 County Clerk

**RESOLUTION TO REQUEST UNCLAIMED BALANCE OF ACCOUNTS REMITTED TO THE STATE TREASURER UNDER THE UNCLAIMED PROPERTY ACT**

**WHEREAS**, Tennessee Code Annotated Section 66-29-102 and Section 66-29-123, as amended by Public Chapter 401, Acts of 1985, provide that a municipality or county in Tennessee may request payment for the unclaimed balance of funds reported and remitted by or on behalf of the local government and its agencies if it exceeds \$100.00, less a proportionate share of the cost administering the program; and

**WHEREAS**, Montgomery County and/or its agencies have remitted unclaimed accounts to the State Treasurer in accordance with the Uniform Disposition of Unclaimed Property Act; and

**WHEREAS**, Montgomery County agrees to meet all of the requirements of Tennessee Code Annotated Section 66-29-101 et seq. and to accept liability for future claims against accounts represented in funds paid to it and to submit an annual report of claims received on these accounts to the State Treasurer by September 1 each year: and

**WHEREAS**, it is agreed that this local government will retain a sufficient amount to insure prompt payment of allowed claims without deduction for administrative costs or service charge and that the balance of funds will be deposited in this local government's general fund.

**NOW, THEREFORE, BE IT RESOLVED** that the Montgomery County Board of Commissioners request the State Treasurer to pay the unclaimed balance of funds to it in accordance with the provisions of Tennessee Code Annotated Section 66-29-121. A list of remittances made by or on behalf of the local government and it agencies is attached.

**Duly passed and approved this 11<sup>th</sup> day of May, 2015.**

Sponsor Jeffrey J. Taylor

Commissioner Joe Cook

Approved \_\_\_\_\_  
County Mayor

Attest \_\_\_\_\_  
County Clerk

**REMITTANCES FILED BY OR ON BEHALF  
OF LOCAL GOVERNMENT AND ITS AGENCIES**

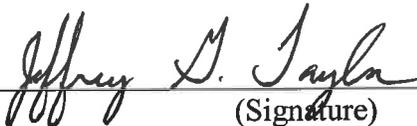
Name of County/Municipality      MONTGOMERY COUNTY GOVERNMENT

Mailing Address                      PO BOX 368  
CLARKSVILLE TN 37041-0368

Name of Holder or Agency Submitting Report and Remittance	Holder Identification Number	Amount of Remittance	Date of Remittance	Federal employer tax ID #
Montgomery Co General Sessions Court	8676			62-1575527
Montgomery County Chancery Court	8580			62-6000764
Montgomery County Clerks Office	39198			62-6000764
Montgomery County Trustee	34410			62-6000764
Montgomery County Government	42504			62-6000764
Montgomery County Circuit Court	8579			62-1575527

I certify that any agencies included in this request are chartered under this local government.

931-648-5705  
Phone Number

  
\_\_\_\_\_  
(Signature)

Jeffrey G. Taylor  
Printed Name

Director of Accounts & Budgets  
(Title)

Date 4/15/15

This report and accompanying Resolution may be filed with the Unclaimed Property office of the State Treasury Department at any point between the actual remittance of unclaimed accounts and the June 1 eighteenth months following.

**RESOLUTION TO APPROVE A PAYMENT IN LIEU OF TAXES PROGRAM  
FOR THE CLARKSVILLE HOUSING AUTHORITY**

**WHEREAS**, the Clarksville Housing Authority (CHA) is authorized by Tennessee Code Annotated Section 13-20-104 et seq., as amended (the “Act”), among other things, to establish a payment in lieu of ad valorem taxes program (CHA PILOT); and

**WHEREAS**, the CHA, so that it may continue its public benefit purposes of providing safe, decent and affordable housing for low and moderate income families within the City of Clarksville, and such purposes to be furthered by providing the CHA PILOT restricted exclusively for projects developed through the assistance of low income housing tax credits (LIHTC), under Section 42 of the Internal Revenue Code of 1986, as amended (the Code); and

**WHEREAS**, the CHA has been approved to provide (i) payment in lieu of taxes (PILOT) from lessees operating LIHTC property deemed to be in furtherance of the CHA’s public purposes and (ii) the maximum term of the CHA PILOT shall be fifteen (15) years; and

**WHEREAS**, pursuant to authorizations under the Act, upon the acquisition of such facilities by the CHA, the facilities become exempt from all property taxation pursuant to the Act. Contemporaneously, the CHA shall enter into a lease agreement, dated as of approximately even date herewith (the PILOT Lease Agreement) with the Lessee setting forth certain rights and responsibilities between the parties; and

**WHEREAS**, the Lessee has requested the CHA to enter into the PILOT for the purposes of the maintenance and continued development of certain qualified multi-family residential facilities for low and moderate-income persons located at 110 W. Concord Dr., Clarksville, Montgomery County, Tennessee 37042 (the Project); and

**WHEREAS**, the CHA has determined that the Lessee is operating a low income housing tax credit property and is willing to enter into and the Lessee is willing to pay a PILOT on the Project as more fully described below; and

**WHEREAS**, the Act allows the CHA to enter into PILOT agreements with its lessees and the CHA hereby finds and declares that the Project and the PILOT hereunder are in furtherance of the CHA's purposes set forth in the Act.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in regular session on this the 11<sup>th</sup> day of May, 2015, that the Clarksville Housing Authority's request to enter into the PILOT for the purposes of the maintenance and continued development of certain qualified multi-family residential facilities for low and moderate-income persons located at 110 W. Concord Dr., Clarksville, Montgomery County, Tennessee 37042, based upon Exhibits A, and B attached hereto, be approved.

**Duly passed and approved this 13th day of May, 2015.**

Sponsor

*J. Dunets*

Commissioner

*Joe / Cook*

Approved

County Mayor

Attested

County Clerk

## EXHIBIT A

### PILOT AGREEMENT

This PILOT AGREEMENT (the "Agreement") is made and entered into as of the \_\_\_ day of May, 2015, by and between Clarksville Housing Authority, a public body corporate and politic under the laws of the State of Tennessee ("CHA"), and Concord Gardens Apartments, LP, a limited partnership organized and existing under the laws of the State of Tennessee (the "Lessee").

#### RECITALS:

1. Clarksville Housing Authority ("CHA") is authorized by Tennessee Code Annotated Section 13-20-104 *et seq.*, as amended (the "Act"), among other things, to establish a payment in lieu of ad valorem taxes program ("CHA PILOT").
2. CHA, so that it may continue its public benefit purposes of providing safe, decent and affordable housing for low and moderate income families within the City of Clarksville, and such purposes to be furthered by providing the CHA PILOT restricted exclusively for projects developed through the assistance of low income housing tax credits ("LIHTC"), under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code").
3. CHA has been approved to provide (i) payment in lieu of taxes ("PILOT") from lessees operating LIHTC property deemed to be in furtherance of CHA's public purposes and (ii) the maximum term of the CHA PILOT shall be fifteen (15) years.
4. Pursuant to authorizations under the Act, upon the acquisition of such facilities by the CHA, the facilities become exempt from all property taxation pursuant to the Act. Contemporaneously, the CHA shall enter into a lease agreement, dated as of approximately even date herewith (the "PILOT Lease Agreement") with the Lessee setting forth certain rights and responsibilities between the parties.
5. The Lessee has requested the CHA to enter into the PILOT for the purposes of the maintenance and continued development of certain qualified multi-family residential facilities for low and moderate-income persons located at 110 W. Concord Dr., Clarksville, Montgomery County, Tennessee 37042 (the "Project").
6. The CHA has determined that the Lessee is operating a low income housing tax credit property and is willing to enter into and the Lessee is willing to pay a PILOT on the Project as more fully described below.
7. The Act allows the CHA to enter into PILOT agreements with its lessees and the CHA hereby finds and declares that the Project and the PILOT hereunder are in furtherance of the CHA's purposes set forth in the Act.

NOW, THEREFORE, in consideration of the recited premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Conditions Precedent. This Agreement and the obligation of the Lessee to pay, the PILOT described herein, is specifically conditioned upon:

1. The Lessee transferring title, via Quitclaim Deed, to the Project to the CHA;
2. The CHA, and the Lessee entering into a PILOT Lease Agreement for the Project, dated the date hereof leasing the Project to the Lessee for the full term of the CHA PILOT, under certain terms and conditions.
3. The Lessee providing to the CHA a commitment of title insurance from an approved title insurance company evidencing that CHA is an insured party;
4. The Lessee shall furnish casualty and liability insurance coverage on the subject property with minimum limits equal to the full value of the property, with the CHA listed as an additional insured.
5. The receipt of compliance with the above requirements and acceptance by the CHA shall be evidenced, in writing, from the CHA to the Lessee. Failure to receive such written notification of compliance shall render this Agreement null and void *ab initio*.
6. The Lessee shall be responsible for the payment of all costs, including reasonable attorneys' fees, incurred in effecting the transfer of title of the Project to the CHA, finalization of the PILOT Lease Agreement, the Agreement and related transaction documents.
7. [Intentionally Omitted].
8. Upon satisfaction of numbers 1-7, the Lessee, its successors and assigns shall be responsible for the PILOT Payment, on an annual basis, equal to the amount calculated in accordance with Section 3(a) below, and paid in accordance with Section 3(b) below. Said PILOT Payment shall be collected by the Manager, as defined in the Lease Agreement, in such manner as will allow the timely payment to each taxing authority on an annual basis.

Section 2. Subject Property. The Lessee warrants that the following is a full and complete listing of all parcels, tax identification numbers and the applicable 2014

assessed taxes for all real property to be acquired by the CHA in connection with the Agreement:

Facility Name	Address	County Tax I.D. Number	Clarksville City 2014 Assessed Taxes	Montgomery County 2014 Assessed Taxes
Concord Gardens Apartments	110 W. Concord Dr.	_____	\$ _____	\$ _____

### Section 3. PILOT Payments.

(a) Each year during the term hereof, Lessee shall make PILOT Payments, in lieu of Clarksville and Montgomery County ad valorem taxes, in amounts as computed as indicated below for the property located at 110 W. Concord Dr., Clarksville, Montgomery County, Tennessee 37042, and bearing the Tax ID Nos. set forth in the preceding Section hereof, that otherwise would have been due and payable with regard to the Project were it owned by a tax paying entity and subject to such taxation. During the term hereof, the Lessee shall make the following annual PILOT Payments:

The tax assessment of the Project shall be a "PILOT Payment" comprised of the Base Rent. The Base Rent shall be equal to the improved value of the Project multiplied by .25%, and then multiplied by the sum of (A) the then current city tax rate of the City of Clarksville and the (B) the then current county tax rate of the County of Montgomery, Tennessee. These PILOT Payments shall be paid in the same manner and to the same tax collectors as are ad valorem taxes paid to the City of Clarksville and County of Montgomery, Tennessee.

(b) The PILOT Payment shall be collected by the Manager and paid as follows: (i) the portion of the PILOT attributable to the City of Clarksville property taxes (currently 28.46%) shall be paid to the City of Clarksville, Treasurer, City Hall, 1 Public Square, Clarksville, Tennessee 37040 on or before February 28 of each year, and (ii) the portion of the PILOT attributable to the County of Montgomery property taxes (currently 71.54%) shall be paid to the County Trustee, 1 Millennium Plaza, Clarksville, Tennessee 37040 on or before February 28 of each year.

(c) The Manager shall collect and pay the PILOT Payment to the applicable taxing authorities of the City and County.

(d) Upon the reconveyance to the Lessee of the title to the Project by the CHA, as shall be governed by the PILOT Lease Agreement, any past due PILOT Payments, interest and penalties shall become immediately due and payable, and thereafter, the facilities of the Project shall immediately be subject to regular ad valorem taxation.

Section 4. Term. The Term of this Agreement shall be for a period of fifteen (15) years, to commence January 1, 2015 and ending December 31, 2029, but may terminate on the earliest to occur of: (1) the failure of the condition precedents as set forth in Section 1 above; (2) the date upon which all PILOT Payments and any interest and penalties thereon have been paid and the CHA has transferred title to the Project; (3) the foreclosure of any Mortgage on the Project and the conveyance of title thereafter to the successful bidder(s) at the foreclosure sale; (4) voluntary termination by the Lessee; or (5) sale of the Project by Lessee without prior written approval of a PILOT transfer application by the CHA.

Section 5. Governing Law. This Agreement shall be governed by the laws of the State of Tennessee.

Section 6. Amendments. This Agreement shall be amended only by a written instrument executed by the parties hereto or their successors and assigns. This Agreement may not be materially amended without prior written approval of CHA.

Section 7. Notices. Any notice required to be given hereunder shall be given by certified mail, postage prepaid, at the address specified below, or at such other addresses as may be specified in writing by the party in question:

CHA: Executive Director  
721 Richardson St.  
Clarksville, Tennessee 37041

with copy to: Watkins & Atkins  
320 Franklin Street  
Clarksville, Tennessee 37040  
Attn: Larry Watson, Esq.

Lessee: Concord Gardens Apartments, L.P.  
110 W. Concord Dr.  
Clarksville, TN 37042  
Attn: General Partner

Manager: First Cumberland Properties, Inc.  
1011 Cherry Avenue  
Nashville, Tennessee 37203

Section 8. Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereby shall not in any way be affected or impaired thereby.

Section 9. Binding Effect. The liabilities and obligations assumed by or imposed upon the parties hereto shall be binding upon their heirs, executors, administrators, legal representatives, successors and assigns.

Section 10. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the CHA and the Lessee have executed this Agreement by their duly authorized representatives, all as of the date first set forth above.

**CLARKSVILLE HOUSING AUTHORITY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**CONCORD GARDENS APARTMENTS, LP,**  
a Tennessee limited partnership

By: **CHA CONCORD GARDENS, INC.**, a Tennessee corporation, its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Acknowledged, agreed to and accepted for the purposed provided for herein:

**FIRST CUMBERLAND PROPERTIES, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT B**  
**COOPERATION AGREEMENT**  
**(Clarksville Housing Authority)**

THIS COOPERATION AGREEMENT (the "Agreement") entered into as of this \_\_\_ day of May, 2015, by and between CLARKSVILLE HOUSING AUTHORITY (herein called the "Local Authority") and the CITY OF CLARKSVILLE and COUNTY OF MONTGOMERY (herein collectively called the "Municipality"), witnesseth:

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

1. Whenever used in this Agreement:
  - a. The term Project shall mean Concord Gardens Apartments, L.P., a residential rental affordable housing development that is restricted under government regulations pursuant to Section 42 of the Internal Revenue Code of 1986, as amended, which is located on real property leased from the Local Authority pursuant to a ground lease that complies with, among other things, the applicable Qualified Allocation Plan of the Tennessee Housing Development Agency; such Project having been determined by the Local Authority to be in furtherance of its public purposes.
  - b. The term Taxing Body shall mean the State or any political subdivision or taxing unit thereof in which the Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to the Project if it were not exempt from taxation.
  - c. The term PILOT Payment shall mean the Base Payment. The Base Rent shall be equal to the improved value of the Project multiplied by .25%, and then multiplied by the sum of (A) the then current city tax rate of the City of Clarksville and the (B) the then current county tax rate of the County of Montgomery, Tennessee.

2. The Local Authority shall endeavor (a) to confirm the funding from low income housing tax credits or equivalent governmental financing from the Tennessee Housing Development Agency covering a portion of the construction of the Project, and (b) to acquire the unilateral right to acquire the Project upon the expiration of the PILOT Agreement.

3. a. Under the constitution and statutes of the State of Tennessee, the Project is exempt from all real and personal property taxes and special assessments levied or imposed by any Taxing Body. With respect to the Project, so long as either (i) the Project is leased or owned by the Local

Authority, or (ii) any contract between the Local Authority and the United States Government or the State of Tennessee, or any agencies thereof (the "Government") for loans or annual contributions, or both, in connection with the Project remains in force and effect, whichever period is the longest, the Municipality agrees that it will not levy or impose any real or personal property taxes or special assessments upon the Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (herein called Payments in Lieu of Taxes) in lieu of such taxes and special assessments and in payment for the public services and facilities furnished from time to time without other cost or charge for or with respect to the Project.

- b. Each such annual Payment in Lieu of Taxes shall be made on or before February 28 of each year of the Project, and shall be in an amount equal to the PILOT Payment.
  - c. No payment for any year shall be made to the Municipality in excess of the amount of the real property taxes which would have been paid to the Municipality for such year if the Project were not exempt from taxation.
  - d. Upon failure of the Local Authority to make any Payment in Lieu of Taxes, no lien against the Project or assets of the Local Authority shall attach, nor shall any interest or penalties accrue or attach on account thereof.
4. During the period commencing with the date of the acquisition of any part of the site or sites of the Project and continuing so long as either (i) the Project is leased or owned by a public body of a governmental agency and is used for low or moderate income housing purposes, or (ii) any contract between the Local-Authority and the Government for loans, or both, in connection with the Project, remains in force and effect, whichever period is the longest, the Municipality without cost or charge to the Local Authority or the tenants of the Project (other than the Payments in Lieu of Taxes) shall:
- a. Furnish or cause to be furnished to the Local Authority and the tenants of the Project public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the Municipality;
  - b. Vacate such streets, road, and alleys within the area of the Project as may be necessary in the development thereof, and convey without charge to the Local Authority such interest as the Municipality may have in such vacated area; and, in so far as it is

lawfully able to do so without cost or expense to the Local Authority or to the Municipality, cause to be removed from such vacated areas, in so far as it may be necessary, all public or private utility lines and equipment;

- c. In so far as the Municipality may lawfully do so, (i) grant such deviations from the building code of the Municipality as are reasonable and necessary to promote economy and efficiency in the development and administration of the Project, and at the same time safeguard health and safety, and (ii) make such changes in any zoning of the site and surrounding territory of the Project as are reasonable and necessary for the development and protection of the Project and the surrounding territory;
- d. Accept grants or easements necessary for the development of the Project; and,
- e. Cooperate with the Local Authority by such other lawful action or ways as the Municipality and the Local Authority may find necessary in connection with tile new development and administration of the Project.

5. In respect to the Project the Municipality further agrees that within a reasonable time after receipt of a written request therefore from the Local Authority:

- a. It will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of the Project, together with all storm and sanitary sewer mains in such dedicated areas, after the Local Authority, at its own expense, has completed the grading, improvement, paving, and installation thereof in accordance with specifications acceptable to the Municipality;
- b. It will accept necessary dedications of land for, and will grade, improve, pave, and provide sidewalks for, all streets bounding the Project or as necessary to provide adequate access hereto (in consideration whereof the Local Authority shall pay to the. Municipality such amount as would be assessed against the Project site for such work if such site were privately owned); and,
- c. It will provide, or cause to be provided, water mains, and storm and sanitary sewer mains, leading to the Project and serving the bounding streets thereof (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned).

6. If by reason of the Municipality's failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or to cause to be furnished to the Local Authority or to the tenants of the Project, the Local Authority incurs any expense to obtain such services or facilities then the Local Authority may deduct the amount of such expense from any Payments in Lieu of Taxes due or to become due to the Municipality in respect to the Project or any other low-rent housing projects owned or operated by the Local Authority.
7. No Cooperation Agreement heretofore entered into between the Municipality and the Local Authority shall be construed to apply to the Project covered by this Agreement.
8. No member of the governing body of the Municipality or any other public official of the Municipality who exercises any responsibilities or functions with respect to the Project during his tenure or for *one* year thereafter shall have any interest, direct or indirect, in the Project or any property included or planned to be included in the Project, or any contracts in connection with the Projects or property. If any such governing body member or such other public official of the Municipality involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, he shall immediately disclose such interest to the Local Authority.
9. So long as any contract between the Local Authority and the Government for loans (including preliminary loans) or annual contributions, or both, in connection with the Project remains in force and effect, this Agreement shall not be abrogated, changed, or modified without the consent of the Government. The privileges and obligations of the Municipality hereunder shall remain in full force and effect with respect to the Project so long as the beneficial title to the Project is held by the Local Authority or by any other public body or governmental agency, including the Government, authorized by law to engage in the development or administration of low rent housing project. If at any time beneficial title to, or possession of, the Project is held by such other public body or governmental agency, including the Government, the provisions hereof shall inure to the benefit of and may be enforced by such other public body or governmental agency, including the Government.

IN WITNESS WHEREOF the Municipality and the Local Authority have respectively signed this Agreement and caused their seals to be affixed and attested as of the day and year first above written,

CITY OF CLARKSVILLE

By: \_\_\_\_\_  
Mayor

MONTGOMERY COUNTY

By: \_\_\_\_\_  
Mayor

APPROVED AS TO LEGALITY OF  
FORM AND COMPOSITION:

\_\_\_\_\_  
Attorney

CLARKSVILLE HOUSING AUTHORITY

By: \_\_\_\_\_  
Chair

Attest:

\_\_\_\_\_  
Secretary